

COMMERCIAL CLAUSES

1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.gsa.gov

Clause	Title	Date
52.214-34	Submission Of Offers In The English Language	April 1991
52.214-35	Submission Of Offers In U.S. Currency	April 1991

SECTION B - PRICING

Offerors shall prepare a fixed fee per month pricing proposal.

SECTION C - STATEMENT OF WORK AND REQUIREMENTS

C.1 Scope

The Federal Communications Commission (FCC) intends to select a Contractor to assume the roles and responsibilities of the North American Numbering Plan Billing and Collection Agent (NANP B&C Agent). The Contractor shall operate as the NANP B&C Agent for a term of five years, consisting of one base year and four one-year options. The Contractor shall assume the NANP B&C Agent functions from the entity currently performing these functions. The NANP B&C Agent functions are detailed in the NANP B&C Agent Functional Requirements Document (Attachment A).

C1.1 Background

The NANP B&C Agent is responsible for the collection and disbursement of funds to support numbering administration functions for telecommunications services in the United States. The NANP B&C Agent is also responsible for collecting funds from other NANP member countries to support NANP administration. The entity selected to serve as the NANP B&C Agent will be expected to perform its duties in accordance with the terms and conditions of a Federal Acquisition Regulation (FAR) based contract. Each of the functions is described further in NANP B&C Agent Functional Requirements Document (Attachment A).

C.2 Applicable Documents

The applicable documents list is contained in Appendix "A" of the NANP B&C Agent

Functional Requirements Document (Attachment A). Documents applicable to the NANP B& functions can be accessed on the FCC web site at: www.fcc.gov/wcb/tapd/numbering.

C.3 Requirements

The Contractor shall operate as the NANP B&C Agent in accordance with the attached NANP B&C Agent Functional Requirements Document (Attachment A). Because the financial information of North American Numbering Plan Administration, exclusive of Local Number Portability Administration, is included in the financial statements of the Federal Communication Commission, the NANP B&C Agent must do the following:

- 1 Comply with all relevant and applicable federal financial management and reporting statutes;
- 2 Cooperate with the FCC's external auditors and the FCC's Office of Inspector General on annual audits of the FCC. Cooperation means providing reasonable access to financial records and personnel, timely responses to auditors' requests for information and notices of findings, submission of appropriate management letters and attorneys' letters required as a part of annual audits, formulation and documentation of proper performance measurements as required by federal statutes, and documentation for compliance with federal financial management and reporting statutes.
- 3 Use the United States Standard General Ledger to account for the financial transactions of North American Numbering Plan Administration, exclusive of Local Number Portability Administration, effective October 1, 2004;
- 4 Account for the financial transactions of North American Numbering Plan Administration, exclusive of Local Number Portability Administration. in accordance with generally accepted accounting principles for federal agencies effective October 1, 2004; and
- 5 Comply with the following reporting obligations, exclusive of Local Number Portability Administration:
 - o Report monthly receipts and disbursement supporting the cash activity. Monthly report to be submitted to the FCC. Potentially financial reporting to the Department of Treasury may be required. The reports provided to the FCC will be used to report monthly to the Treasury;
 - o Report quarterly financial statement in accordance with OMB Bulletin 01-09;
 - o Report quarterly trial balances received by the 15th of the subsequent month;
 - o Report quarterly detailed aging report (30, 60, 90, 180 days) of the Accounts Receivables that agrees to the general ledger. Schedule is to be received by the 15th of the month subsequent to the end of the quarter;

- o Provide monthly reports to the NANC and Commission staff detailing the status of funds collected and dispersed, including the numbering administration fund balance. The B&C agent will also provide status updates to the NANC and Commission staff on the development of the contribution factor;
- o Provide methodology for the calculation of any related allowance for doubtful accounts as reported on the quarterly financial statements;
- o Provide quarterly subsidiary schedules to support the financial statement investment balances as reported on the quarterly financial statements. The schedule should include investment type, holder of the security, CUSIP number, name of investment, maturity dates and unamortized premium or discount;
- o Provide quarterly detail schedule of interest receivable amounts and related interest rates as reported on the quarterly financial statements;
- o Provide quarterly subsidiary ledgers for the “Due to Contributors” and “Accounts Payables” amounts as reported on the quarterly financial statements;
- o Provide quarterly schedule showing administrative amounts withdrawn by the NANP B&C Agent from number administration funds as of the trial balance date. Included in that schedule, the NANP B&C Agent should report residual administrative amounts from the previous quarter;
- o Provide year-end trial balance to and supporting schedules for the year-end FACTS II submission to the Treasury;
- o Provide monthly schedules to support the Department of Treasury’s new reporting requirements of cash and investments held outside the Treasury;
- o Provide quarterly Treasury Report on Receivable data provided by 3 weeks after the end of the quarter to the FCC who will then be responsible for the final submission of the data to the Department of Treasury; and
- o Provide additional information and reports as requested or required.

It will be incumbent upon the Contractor to meet the requirements of this Statement of Work and the NANP B&C Agent Functional Requirements Document. The contractor's technical approach should demonstrate prudent management of information systems to assure reliability and security. But the contractor is not subject to requirements that are specific to Government information systems, such as OMB Circular A-130.

SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

Clause	Title	Date
52.246-04	Inspection Of Services- Fixed Price	August 1996

SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

Clause	Title	Date
52.242-15	Stop-Work Order	August 1989
52.242-17	Government Delay Of Work	April 1984

F.2 52.211-08 TIME OF DELIVERY

JUNE 1997

REQUIRED DELIVERY SCHEDULE : per requirements document, Attachment A.

F.3 PERIOD OF PERFORMANCE

Period of Performance shall be for one year from date of award with four (4) one (1) year options to be exercised solely at the discretion of the Government.

SECTION G - Contract Administration Data**G.1 DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE**

(a) The Contracting Officer's Technical Representative (COTR) is as follows:

COTR: Pam Slipakoff
ADDRESS: 445 12th Street S.W.
Washington, DC 20554

(b) The COTR is responsible for the technical direction of the contract work. In no event, however, will any understanding, agreements, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual document executed by the Contracting Officer prior to completion of the contract.

(c) The Contracting Officer shall be informed as soon as possible of any actions or inactions by the contractor or the Government which may effect the price, required delivery or completion times stated in the contract, so that the contract may be modified if necessary. Whenever, in the opinion of the contractor, the COTR requests efforts outside the scope of the contract, the contractor shall advise the COTR. If the COTR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer should

be notified immediately, preferably in writing if time permits. Proceeding with work without proper contractual coverage could result in non-payment.

G.2 INVOICE

- (a) Invoices shall be submitted in an original and two copies to the Government office designated in this contract. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:
- (1) Name of the business concern, invoice number and invoice date;
 - (2) Contract number, or authorization for delivery of property or performance of services;
 - (3) Description, price, and quantity of property and services actually delivered or rendered;
 - (4) Payment terms;
 - (5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent;
 - (6) Other substantiating documentation or information as required by the contract; and,
 - (7) Receipts to support all out-of-pocket expenses incurred by the Contractor.

Submission of invoices:

- (a) Invoices shall be submitted in an original and two copies to : FCC Accounts Processing, 445 12th St., SW, Washington, DC 20554

The items covered in FAR 52.216.26, are incorporated herein.

The invoice will contain a statement signed by a responsible official of the concern substantially similar if not identical to the following:

I certify that the items above have been delivered in accordance with the contract, and that all charges are true, correct, and have not been previously billed.

Contractor's Signature

The commission will return all improper invoices without action.

- (a) Interest on Overdue Payment

Determination of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

(b) Payment due date:

(1) Unless otherwise specified in the contract, payments under this contract will be made on the 30th calendar day after the later of

(i) The date of actual receipt of a proper invoice in the office designated to receive the invoice, or

(ii) The date tasks are formally accepted by the Government.

(2) If the services covered by a submitted invoice are rejected for failure to conform to the technical requirements of this contract, the provisions stated above will (i and ii) apply to the properly resubmitted document.

SECTION H - SPECIAL PROVISIONS

H.1 Save Harmless and Indemnity Agreement

A. Responsibility for Government Property. The contractor assumes full responsibility for and shall indemnify the government against any and all loss or damage of whatsoever kind and nature to any and all government property, including any equipment, supplies, accessories, or parts furnished, while in its custody and care for storage, repair, or services to be performed under the terms of this contract, resulting in whole or in part from the negligent acts of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or subcontractor.

B. Hold Harmless and Indemnification Agreement. The contractor shall save and hold harmless and indemnify the government against any and all liability and claims and costs of whatever kind and nature for injury to or death of any persons and for loss of or damage to any property occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract resulting in whole or in part from the negligent acts or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or subcontractor.

C. Contractor/Employees Property. The contractor shall be responsible for the safety and health of its employees. The government will not be responsible in any way for damage to the contractor's supplies or materials, or to the contractor's employees' personal belongings brought into the building, occasioned by fire, theft, accident, or otherwise.

H.2 Restrictions Against Disclosure

- (a) The contractor agrees, in the performance of this contract to keep the information contained in source documents or other media furnished by the government in the strictest confidence, said information being the sole property of the government. The contractor also agrees not to publish, reproduce, make use of data, or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information, while in his/her possession to those employees needing such information to perform the work provided herein, i.e., on a "need-to-know" basis, and shall immediately notify in writing, the Contracting Officer's Technical Representative named herein, in the event that he/she determines or has reason to suspect a breach of this requirement.
- (b) The contractor agrees that he/she shall not disclose any information concerning the work under this contract to any persons or individuals unless prior written approval is obtained from the Contracting Officer. The contractor agrees to insert the substance of this clause in any agreement or subcontract hereunder.

H.3 Rights to Data Developed Under this Contract

All data under this contract whether completed, accepted or in the development stage, is the property of the government. Data is defined to mean recorded information, regardless of form or the media on which it may be recorded, and includes technical data and computer software. This includes but is not limited to all applications, manuals, instructions, source codes, notes, modifications, changes or variations of the operating system required to meet the requirements set forth in Section C – Description/Specification/ Work Statement of this document.

H.4 Privacy or Security Safeguards (OCT 1990 FIRMR) 201-39.5202-5

- (a) The details of any safeguards the contractor may design or develop under this contract are the property of the government and shall not be published or disclosed in any manner without the Contracting Officer's express written consent.
- (b) The details of any safeguards that may be revealed to the contractor by the government in the course of performance under this contract shall not be published or disclosed in any manner without the Contracting Officer's express written consent.
- (c) The government shall be afforded full, free, and uninhibited access to all

facilities, installations, technical capabilities, operations, documentation, records, and data bases for the purpose of carrying out a program of inspection to ensure continued efficiency of safeguards against threats and hazards to data security, integrity, and confidentiality.

- (d) If new or unanticipated threats or hazards are discovered by either the government or the contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party. Mutual agreement shall then be reached on changes or corrections to existing safeguards or institution of new safeguards, with final determination of appropriateness being made by the government. The government's liability is limited to an equitable adjustment of cost for such changes or corrections, and the government shall not be liable for claims of loss of business, damage to reputation, or damages of any other kind arising from discovery of new or unanticipated threats or hazards, or any public or private disclosure thereof.

H.5 Suitability and Security processing

1.1. General

- (a) All contract personnel are subjected to background investigations for the purpose of suitability determinations. Based on their proposed duties, some contract personnel may also be required to have security clearance determinations. No contract personnel may be assigned to work on the contract without a favorable initial review of the OF 306, *Declaration for Federal Employment* (http://www.opm.gov/forms/pdf_fill/of0306.pdf) or a written waiver from the FCC Security Operations Center (SOC).
- (b) Suitability, waiver, and security clearance determination investigations are currently conducted through the FCC Security Operations Center (202- 418-7884). The individual contract employee will be provided with a review process before a final adverse determination is made. The FCC requires that any contract personnel found not suitable, or who has a waiver cancelled, or is denied a security clearance, **be removed by the contractor during the same business day that the determination is made.**
- (c) If the contract personnel is re-assigned and the new position is determined to require a higher level of risk suitability than the contract personnel currently holds, the individual may be assigned to such position while the determination is reached by the SOC. A new A-200 may be necessary for the new position.
- (d) Contract personnel working as temporary hires (for ninety (90) days or less) must complete and receive a favorable initial review of the OF 306 and complete the contract personnel section of the FCC Form A-600, "FCC Contractor Record Form." If during the term of their employment they will have access to any FCC network application, they must also complete and sign the FCC Form A-200, "FCC Computer System Application Access Form."

1.2 At Time of Contract Award

(a) The FCC Security Operations Center must receive the completed, signed OF 306 for all proposed contractor employees at the time of contract award. Resumes for all personnel proposed for assignment on the contract should be provided to the Security Office prior to the time of in-take processing (see below, 2.3.2). **The FCC Security Operations Center requires up to five (5) working days (from the date they are received) to process the OF 306 before any employee is allowed to begin work on the contract. A written waiver from the SOC may be obtained in special circumstances.**

All contract personnel, regardless of task description, must complete this form. Without an approved, completed OF 306 on file at the SOC, no contractor employee may begin work. An approved OF 306 is one that has passed initial review by the SOC. During the course of the SOC review of the OF 306, the contract personnel may be interviewed by SOC staff regarding information on their OF 306.

(b) In addition, the Contractor is responsible for submission of completed, signed computer security forms for each employee prior to that person beginning work on the contract. These forms should be submitted to the FCC Computer Security Office.

(c) The COTR shall begin processing their section of the FCC Contract Personnel Record (FCC Form A-600) at this time. This form, with the COTR and CO portions completed, will be distributed at the time of contract award and must be submitted to the SOC within ten (10) working days.

(d) The Office of Personnel Management (OPM) will issue a Certificate of Investigation (CIN) for each favorably reviewed OF 306. The SOC will issue a memorandum to the CO and COTR listing those contract personnel who have been granted a CIN. This memorandum should be retained for the duration of the contract.

2.1 REGISTRATION AND CHECKOUT REQUIREMENTS

2.1.1. Locator and Information Services Tracking (LIST) Registration

The Security Operations Center maintains a Locator and Information Services Tracking (LIST) database, containing contact information for all Commission and contract employee personnel, regardless of work location.

The contract employee's FCC Form A-600, "FCC Contractor Record Form" captures the information for data entry into the LIST system.

2.1.2 Intake Processing

(a) Following the processing of the OF 306 and an initial favorable suitability determination, (unless otherwise waived) the contract personnel may report to the FCC for work.

(b) On the first day of work, all contract personnel must report to the Security Operations Center to complete the Fingerprint Card Form, FD 258, the Fair Credit Report Act form, and to be photographed and issued a security badge.

(c) At this time the contract employee will be given one of the following forms, based on the security risk designation for the proposed support classification/position, to complete and return to the SOC within seven (7) business days:

- (i) **Low Risk Positions** - SF 85, Questionnaire for Non-Sensitive Positions
- (ii) **Moderate Risk Positions** - SF 85-P, Questionnaire for Public Trust Positions
- (iii) **High Risk Positions/Secret or Top Secret Security Clearances** – Standard Form (SF) 86, Questionnaire for Sensitive Positions

(d) For any contract employee whose name is provided to the Commission for security investigation at (ii) or (iii) level, who subsequently leaves the subject contract, due to Contractor or contract employee decision, within the first year, the Contractor shall reimburse the Commission for the cost of the investigation. If the contract or task order is scheduled for completion in under one year and the contract employee for whom a security investigation has been done leaves prior to the work being done, the Contractor and SOC shall agree on a pro-rated amount for reimbursement. The cost may vary from approximately \$400.00 (moderate risk) to \$3,000.00 (high risk). The Contractor will be provided a copy of the investigation invoice with the reimbursement request.

2.1.3 Monthly Personnel Reports

Monthly report: The Contractor's Program Manager shall submit to the SOC a monthly contract personnel list. This report is currently provided in MS Excel format. The Contractor shall annotate this report and correct and update the information monthly. This report shall highlight or list in some way those individuals who are no longer employed by the Contractor or no longer working on the subject contract. Any additional contract personnel that have been successfully processed for work on the contract since the previous report shall also be noted. The annotated monthly contract personnel list report shall be submitted to the following, via email, by the 10th calendar day of each month:

FCC Security Operations Center
Contracting Officer
Contracting Officer's Technical Representative (COTR)

2.1.4 Checkout Processing:

(a) All contract employees no longer employed on the subject contract, or at the termination of the contract, are required to report to the SOC and complete the sign-out portion of the FCC A-600, Contract Personnel Record.

(b) This process verifies the ID badge has been returned to the SOC by the contract personnel.

(c) If the checkout processing is not completed by the contract employee, the Contractor shall take action to ensure its accomplishment no later than 30 days after the employee's departure from the FCC.

(d) The Contractor shall be liable to the FCC for an administrative processing charge of \$150.00 (One Hundred Fifty Dollars), for each of their contractor employees who leaves their duty assignment at the Commission and fails to complete the checkout processing within 30 (thirty) calendar days of departure. Mellon Bank, N.A., handles collection and processing of all Commission administrative charges and should payment become necessary, the Contractor will be provided the appropriate directions for an EFT.

(e) The Contractor shall be liable for any actual damages arising from a failure to ensure that the checkout processing occurs within the 30 (thirty) calendar days of the contract employee's departure from the FCC.

H.6 Conflicts and Confidentiality (with attachments below)

A. CONFIDENTIALITY

1. The Contractor and any of its personnel assigned to this contract, including any consultants, subcontractors or other representatives (collectively "the Contractor"), are restricted as to their use of non-public information concerning any matter relating to the contract work. Any such information that is made known to the Contractor by virtue of its work under this contract is deemed confidential/proprietary, and is subject to the attorney-client privilege, the attorney work product doctrine, the deliberative process privilege, and any other relevant claims of privilege from disclosure under the Freedom of Information Act. (Confidential information and/or proprietary data include non-public information to which the Contractor is given access by virtue of its work under the contract and which embody the types of information that are not or have not been generally known or available from other sources, or third parties, without obligation concerning their confidentiality.)

It is the responsibility of the Contractor to preserve all information obtained from telecommunications carriers in confidence (except as otherwise provided in Paragraph A.3, *infra*). As such, the B&C Agent shall not disclose any such information in company-specific form unless first authorized in writing by the Contracting Officer. Moreover, the B&C Agent shall not use any non-public information collected or generated in connection with the performance of this contract, except for the purposes of calculating, collecting and verifying carrier payments. The Non-Disclosure Agreement attached below, must be executed by all individuals with access to confidential information, including those who may become associated with the contract effort following award. Any questions as to the treatment of contract-related information should be directed in writing to the Contracting Officer.

2. Except as provided in Paragraph A.3, *infra*, any information collected or generated in connection with the performance of this contract, may not be disclosed or used by the B&C

Agent without the prior written approval of the Contracting Officer. In the event the Contractor is issued a subpoena, court order, or similar request seeking information related to this contract, the Contractor will notify the Contracting Officer in writing within one calendar day of knowledge or receipt of such request, whichever is sooner.

3. The Contractor may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the FCC. In addition, the Contractor may not issue news releases or similar items regarding contract award, any subsequent contract modifications or other contract-related actions without the prior written approval of the FCC. Requests to make such disclosure should be addressed in writing to the Contracting Officer. The Contractor, however, shall routinely disclose to the public certain types of information as identified in Section C and H. Disclosure of this type of information shall not require FCC advance approval for each individual release. In addition, other information for public disclosure by the Contractor will be determined at the start of contract performance and throughout the performance period as agreed to by the parties or as may be required by the FCC. NOTE: This prohibition on disclosure does not apply to communications with the North American Numbering Council and state commissions acting pursuant to delegated authority, provided that they are conducted pursuant to Commission orders, rules, or other FCC directives.

4. All working papers, documents, computer data and any other information of any kind collected, generated or received by the Contractor in connection with the contract work shall be provided to the Contracting Officer at his or her request or as otherwise agreed by the Contracting Officer and the Contractor.

5. The prohibition on disclosure of the information described above is an ongoing obligation and does not terminate with completion of the contract work or termination of employment.

B. CONFLICT OF INTEREST

1. (a) The Contractor and any of its personnel assigned to this contract, including any consultants, subcontractors or other representatives (collectively “the Contractor”), are committed to providing high quality service to the Commission that is free from bias, personal and organizational conflicts of interest, including circumstances that raise the appearance of impropriety, unprofessional conduct and are otherwise in compliance with the FCC’s specified neutrality requirements. *See NANP Administration Third Report and Order*, 12 FCC Rcd 23040 (1997) and Part 52 of the Commission’s rules.

(b) During the period of contract performance, the Contractor shall refrain from providing services to any person or entity that would result in an actual or potential conflict of interest, or raise the appearance of impropriety, with respect to the subject matter of this contract and the services provided there under or would conflict with any of the neutrality criteria. During the period of contract performance, the Contractor shall further refrain from providing services to any person or entity with respect to any matter indirectly relating to this contract without first providing a detailed written explanation of the proposed services to be rendered and

obtaining the express written consent of the Contracting Officer in connection therewith. Furthermore, for a period of twelve (12) months following the termination date of the contract, the Contractor agrees that it will not perform services for any individual or entity that may raise an actual or potential conflict of interest (including circumstances that may raise the appearance of impropriety) with respect to work performed for the FCC under this contract without first obtaining the written consent of the Contracting Officer, whose consent will not be unreasonably withheld. (The termination date is defined as the date on which final payment by the United States is made on the contract.) These provisions apply to all Contractor personnel, subcontractors, consultants, representatives and any other individuals who have been engaged to perform any aspect of the contract work or who have been given access to any confidential/proprietary data as provided in Paragraph A above.

(c) The duties and responsibilities of the B&C Agent include, but are not limited to, the collection of payments from telecommunication service providers and the distribution of payments to numbering administrators and other entities designated by the Federal Communications Commission. Because a relationship with any such entities could result in an actual or potential conflict of interest (or, at a minimum, create the appearance of impropriety), the B&C Agent may not be an affiliate, as defined in Section 52.12 of the Commission's rules, of any of the entities from which it collects or distributes payments.

2. The Contractor certifies that it is in compliance with the neutrality criteria set forth in the FCC Orders and rules identified in Paragraph 1 above and that it has submitted the required certification to demonstrate such compliance. See Attachment B.

3. The Contractor shall submit the following information to the Contracting Officer with its proposal:

(a) Name, address, and telephone number of any client of the Contractor, and a description of the services rendered, if, in the three (3) years preceding the date of this solicitation, services were rendered to such client, public or private, relating directly or indirectly to the subject matter of the services to be provided to the FCC under this contract. For each such client named, please provide a contact name and his/her phone number.

(b) As further provided in Paragraph 4 below, the Contractor shall promptly report to the Contracting Officer any changes which may arise during the course of contract performance.

4. The Contractor has made inquiry and certifies that to the best of its knowledge and belief, no actual or potential conflict of interest, or circumstances that could raise the appearance of impropriety, exist with respect to the subject matter or services to be provided under this contract, or that any actual or potential conflict or issue of impropriety that does or may exist has been communicated in writing to the Contracting Officer.

5.. The Contractor recognizes that the failure to eliminate, mitigate or otherwise resolve to the satisfaction of the Government, any situation required to be reported under this clause, may render it non-responsive, ineligible for award, terminated from performance and subject to other appropriate agency action.

6 The Contractor agrees that if after award of the contract, it discovers an actual or

potential conflict of interest or circumstances creating the appearance of impropriety, it shall make an immediate and full disclosure in writing to the Contracting Officer of the nature of the conflict (in sufficient detail to determine whether or not a conflict exists) and the action which the Contractor has taken or proposes to take to eliminate, neutralize, or mitigate the conflict. The Contractor must also provide such information to, and obtain the written consent of, the Contracting Officer prior to engaging in any new work for an existing client or work for a new client that poses an actual or potential conflict, or presents circumstances that raise the appearance of impropriety. (Any situation or information affecting the Contractor's compliance with the neutrality criteria set forth in the FCC Orders and rules identified in Paragraph 1 above is specifically included in these reporting requirements.) The Contracting Officer shall consider the Contractor's submission and take whatever action he or she deems to be in the best interest of the Government. If the Contractor was aware of any such circumstances prior to award of this contract, or discovered them after award and intentionally did not disclose or misrepresented relevant information, the Contractor may be subject to default termination and/or other appropriate agency action.

7. During and after the period of contract performance, the Contractor agrees that it will not dispute the validity of, nor take positions inconsistent with, the work product generated for the FCC in connection with this contract. This provision applies to all Contractor personnel, subcontractors, consultants, representatives and any other individuals who have been engaged to perform any aspect of the contract work or who have been given access to any confidential/proprietary information as provided in Paragraph A.

ATTACHMENT - Section H

NON-DISCLOSURE AGREEMENT

I, _____, as an employee/subcontractor/consultant/representative of _____ (Contractor), operating under the terms and conditions of a Contract No. _____ with the Federal Communications Commission (FCC), understand that during the course of performing duties under such contract or subcontract, I may be furnished or provided access to non-public, confidential/proprietary information that is the property of, submitted for review or evaluation, or collected or results from the performance of the contract between _____ (Contractor) and the FCC, and that such confidential/proprietary information shall be used only as directed.

I certify that I will not disclose any non-public, confidential/proprietary information to any Contractor employees nor to any non-contractor personnel except those who have been authorized in writing by the FCC to receive such information and who have executed the same or similar Non-Disclosure Agreement. This confidentiality/non-disclosure agreement shall not be assigned, delegated nor any right or duty hereunder be transferred to any other individual or organization that may enforce this agreement. I understand that the prohibition on disclosure of the protected information is an ongoing obligation and does not terminate with completion of the contract work.

Signature**Printed Name**

Title

Company**Address**

Date

Attachment Section H**NEUTRALITY CRITERIA CERTIFICATION**

I, _____, a duly authorized officer of [BIDDER] hereby certify that [BIDDER]:

(1) is a non-governmental entity that is impartial and not aligned with any particular telecommunication industry segment;

(2) is not an affiliate of any telecommunications service provider(s) as defined in the Telecommunications Act of 1996. "Affiliate" is a person who controls, is controlled by, or is under the direct or indirect common control with another person. A person shall be deemed to control another if such person possesses, directly or indirectly--

(A) An equity interest by stock, partnership (general or limited) interest, joint venture participation, or member interest in the other person ten (10%) percent or more of the total outstanding equity interests in the other person, or

(B) The power to vote ten (10%) percent or more of the securities (by stock, partnership (general or limited) interest, joint venture participation, or member interest) having ordinary voting power for the election of directors, general partner, or management of such other person, or

(C) The power to direct or cause the direction of the management and policies of such other person, whether through the ownership of or right to vote voting rights attributable to the stock, partnership (general or limited) interest, joint venture participation, or member interest) of such other person, by contract (including but not limited to stockholder agreement, partnership (general or limited) agreement, joint venture agreement, or operating agreement), or otherwise;

(3) has not issued and does not intend to issue a majority of its debt to, nor does it derive a majority of its revenues from, any telecommunications service provider. "Majority" shall mean greater than 50 percent, and "debt" shall mean stocks, bonds, securities, notes, loans or any other instrument of indebtedness; and

(4) is not subject to undue influence by parties with a vested interest in the outcome of numbering administration and activities.

SIGNATURE BLOCK:

NAME

OFFICE

DATE

ATTACH EVIDENCE OF AUTHORITY

This certification must be included for any proposed subcontractor.

H.7 Key Personnel

Offerors shall designate those individuals proposed for the contract that are considered key to performance of the contract effort. The contractor agrees that such key personnel shall not be removed for the contract effort, replaced or added to the contract with a compelling reason (compelling being the determination of the Contracting Officer. The Government will not approve substitutions for convenience of the contractor.

No key personnel substitutions or replacements shall be approved within the first 90 days of the award of the contract. All request for approval of changes hereunder must be in writing a provid a detailed explanation of circumstance necessitating the proposed change, along with detailed analysis of the comparability of the proposed substitute personnel.

SECTION I -- CONTRACT CLAUSES

Clause	Title	Date
52.202-01	Definitions	December 2001
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions On Subcontractor Sales To The Government	July 1995
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	June 1997
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.215-02	Audit and Records--Negotiation	June 1999
52.215-02 Alt III	Audit and Records--Negotiation Alternate III	June 1999
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-12	Subcontractor Cost or Pricing Data	October 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	October 1997
52.216-05	Price Redetermination--Prospective	October 1997
52.216-06	Price Redetermination-Retroactive	October 1997
52.217-02	Cancellation Under Multiyear Contracts	October 1997
52.219-08	Utilization of Small Business Concerns	October 2000
52.219-09	Small Business Subcontracting Plan	January 2002
52.219-14	Limitations On Subcontracting	December 1996
52.219-25	Small Disadvantaged Business Participation Program	October 1999

	- Disadvantaged Status Reporting	
52.222-01	Notice To The Government Of Labor Disputes	February 1997
52.222-03	Convict Labor	August 1996
52.222-04	Contract Work Hours and Safety Standards Act - Overtime Compensation	September 2000
52.222-20	Walsh-Healy Public Contracts Act	December 1996
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	April 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.222-41	Service Contract Act Of 1965, As Amended	May 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option Contracts)	May 1989
52.222-44	Fair Labor Standards Act and Service Contract Act - Price Adjustment	February 2002
52.222-47	Service Contract Act (SCA) Minimum Wages And Fringe Benefits	May 1989
52.223-06	Drug Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	October 2000
52.224-01	Privacy Act Notification	April 1984
52.224-02	Privacy Act	April 1984
52.225-13	Restrictions on Certain Foreign Purchases	July 2000
52.226-01	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	June 2000
52.227-18	Rights in Data--Existing Works	June 1987
52.227-19	Commercial Computer Software- Restricted Rights	June 1987
52.229-03	Federal, State And Local Taxes	January 1991
52.230-02	Cost Accounting Standards	April 1998
52.230-03	Disclosure And Consistency Of Cost Accounting Practices	April 1998
52.230-04	Consistency In Cost Accounting Practices	August 1992
52.232-08	Discounts For Prompt Payment	February 2002
52.232-17	Interest	June 1996
52.232-23	Assignment Of Claims	January 1986
52.232-24	Prohibition of Assignment of Claims	January 1986
52.232-25	Prompt Payment	February 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	May 1999
52.233-01	Disputes	December 1998

52.233-03	Protest After Award	August 1996
52.242-13	Bankruptcy	July 1995
52.243-01 Alt I	Changes--Fixed Price Alternate I	April 1984
52.243-01 Alt III	Changes--Fixed Price Alternate III	April 1984
52.244-05	Competition In Subcontracting	December 1996
52.246-25	Limitation Of Liability--Services	February 1997
52.249-08	Default (Fixed-Price Supply and Service)	April 1984

I.2 52.216-24 LIMITATION OF GOVERNMENT LIABILITY APRIL 1984

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding the award amount.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is the award amount through the period of performance through the period prior to termination.

I.4 52.217-08 OPTION TO EXTEND SERVICES NOVEMBER 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.
(End of clause)

I.5 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

I.6 52.222-49 SERVICE CONTRACT ACT -- PLACE OF PERFORMANCE MAY 1989
UNKNOWN

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following (None). The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by the contractor.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

I.7 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) JUNE 1987

Except for data contained on pages _____, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated _____, upon which this contract is based.

I.8 52.232-01 PAYMENTS APRIL 1984

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

I.12 52.237-03 CONTINUITY OF SERVICES JANUARY 1991

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to--

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.13 52.239-01 PRIVACY OR SECURITY SAFEGUARDS

AUGUST 1996

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.-

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.-

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

I.14 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS

DECEMBER 2001

(a) Definitions. As used in this clause-

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

I.15 52.248-01 VALUE ENGINEERING

FEBRUARY 2000

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increase in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to

contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or an event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in

those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
 - (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
 - (3) Identification of the unit to which the VECP applies.
 - (4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.
 - (5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
 - (6) A prediction of any effects the proposed change would have on collateral costs to the agency.
 - (7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
 - (8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
- (d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.
- (e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.
- (2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

[See looseleaf FAR for Chart]

(g) Calculating net acquisition savings. (1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless

this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings. (1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-04 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and

"limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

I.16 52.249-02 TERMINATION FOR CONVENIENCE OF THE
GOVERNMENT (FIXED-PRICE)

SEPTEMBER 1996

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government--

(i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and

(ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (g)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to

request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

SECTION J _ List of attachments

Attachment A - Requirements Document

Attachment B - Past Performance Survey

SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Clause	Title	Date
52.222-38	Compliance with Veterans' Employment Reporting Requirements	December 2001

K.2 52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

APRIL 1985

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to

- (i) those prices,
- (ii) the intention to submit an offer, or
- (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs

(a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING APRIL 1991
PAYMENT TO INFLUENCE CERTAIN FEDERAL
TRANSACTIONS

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.4 52.204-03 TAXPAYER IDENTIFICATION

OCTOBER 1998

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.5 52.204-05 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) MAY 1999

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

K.6 52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS DECEMBER 2001

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.7 52.214-14 PLACE OF PERFORMANCE--SEALED BIDDING

APRIL 1985

(a) The bidder, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance
(Street, Address, City,
County, State, Zip Code)

Name and Address of Owner
and Operator of the Plant or
Facility if Other than Bidder

_____	_____
_____	_____
_____	_____
_____	_____

K.8 52.214-16 MINIMUM BID ACCEPTANCE PERIOD

APRIL 1984

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of _____ calendar days [the Contracting Officer shall insert the number of days].

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period: _____ calendar days.

- (e) A bid allowing less than the Government's minimum acceptance period will be rejected.
- (f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within --
- (1) the acceptance period stated in paragraph (c) of this clause; or
- (2) any longer acceptance period stated in paragraph (d) of this clause.

K.9 52.215-06 PLACE OF PERFORMANCE

OCTOBER 1997

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, _ intends, _ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks ``intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance Name and Address of Owner
(Street Address, City, and Operator of the Plant
State, County, Zip Code) or Facility if Other than Offeror or Respondent

K.10 52.215-07 ANNUAL REPRESENTATIONS AND CERTIFICATIONS-- OCTOBER 1997
NEGOTIATION

The offeror has [check the appropriate block]:

_____ (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated _____ [insert date of signature on submission] that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows [insert changes that affect only this proposal; if ``none," so state]:

_____ (b) Enclosed its annual representations and certifications.

K.11 52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS

APRIL 2002

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it * is, * is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.12 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR OCTOBER 2000
THE SMALL BUSINESS COMPETITIVENESS
DEMONSTRATION PROGRAM

(a) Definition. "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.]

Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

No. of Employees Avg. Annual Gross Revenues

_____ 50 or fewer _____ \$1 million or less

_____ 51 - 100 _____ \$1,000,001 - \$2 million

_____ 101 - 250 _____ \$2,000,001 - \$3.5 million

_____ 251 - 500 _____ \$3,500,001 - \$5 million

_____ 501 - 750 _____ \$5,000,001 - \$10 million

_____ 751 - 1,000 _____ \$10,000,001 - \$17 million

_____ Over 1,000 _____ Over \$17 million

K.13 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS

OCTOBER 1999

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations. (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.14 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEBRUARY 1999

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.15 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APRIL 1984

The offeror represents that (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.16 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING OCTOBER 2000

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(a) The offeror, by signing this offer, certifies that --

___ (1) To the best of its knowledge and belief, it is not subject to the filing and reporting requirements described in Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) sections 313(a) and (g) and Pollution Prevention Act (PPA) section 6607 because none of its owned or operated facilities to be used in the performance of this contract currently --

___ (i) Manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c).

___ (ii) Have more than 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).

___ (iii) Meet the reporting thresholds in toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

___ (iv) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102.

___ (2) If awarded a contract resulting from this solicitation, its owned or operated facilities to be used in the performance of this contract, unless otherwise exempt, will file and continue to file for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g) and PPA section 6607 (42 U.S.C. 13106).

(b) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive order 12969, August 8, 1995 (60 FR 40989-40992).

K.17 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND
RESTRICTED COMPUTER SOFTWARE

MAY 1999

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data-General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block] -

[] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

[] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data-General."

K.18 52.230-01 COST ACCOUNTING STANDARDS NOTICES AND
CERTIFICATION

JUNE 2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which

the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no

K.19 52.230-01 COST ACCOUNTING STANDARDS NOTICES AND
ALT I CERTIFICATION ALTERNATE I

JUNE 1996

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

(5) Certificate of Disclosure Statement Due Date by Educational Institution. If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

☐ (i) A Disclosure Statement Filing Due Date of _____ has been established with the cognizant Federal agency.

☐ (ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed:

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[] yes [] no

SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY
REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

Clause	Title	Date
52.204-06	Data Universal Numbering System (DUNS) Number	June 1999
52.207-02	Notice Of Cost Comparison (Negotiated)	February 1993
52.214-06	Explanation To Prospective Bidders	April 1984
52.214-07	Late Submissions, Modifications, and Withdrawals of Bids	November 1999
52.214-09	Failure To Submit Bid	July 1995
52.214-15	Period For Acceptance Of Bids	April 1984
52.214-23	Late Submissions, Modifications, Revisions and Withdrawals of Technical Proposals under Two-Step Sealed Bidding	November 1999
52.215-01	Instructions to Offerors--Competitive Acquisition	May 2001
52.222-46	Evaluation Of Compensation For Professional Employees	February 1993
52.232-38	Submission of Electronic Funds Transfer Information with Offer	May 1999
52.237-10	Identification of Uncompensated Overtime	October 1997

L.2 52.215-01 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION

MAY 2001

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and

time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals. (i) Offerors are responsible for submitting proposals, and any modifications, or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in

the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date . Proposals in response to this solicitation will be valid for the number

of days specified on the solicitation cover sheet (unless a different period is pro-posed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want dis-closed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or dis-close the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

L.3 52.216-01 TYPE OF CONTRACT

APRIL 1984

The Government contemplates award of a firm, fixed price contract.

L.4 52.233-02 SERVICE OF PROTEST

AUGUST 1996

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting

Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the person in Block #10, SF 33 cover of this solicitation.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6 PROPOSAL PREPARATION INSTRUCTIONS

Cost Volume - Unlimited page count

Technical and Management Volume - 50 pages (maximum)

Text shall be at least one-and-one-half spaced, typewritten, on 8 ½ x 11 inch paper, with a minimum one inch margin all around. Text on resumes may be single spaced. Print shall be of a minimum 12-point font size or a maximum 10 characters per inch (10-pitch, pica) spacing. Bolding, underlining, and italics may be used to identify topic demarcations or points of emphasis. Graphic presentations, including tables, while not subject to the same restrictions, shall utilize spacing and text that is easily readable.

Pages in each Volume shall be consecutively numbered. Each Volume shall contain a Table of Contents and a List of Tables and Figures. This Table of Contents and list are index aids and will not count against page count limitations. They also should not contain any material intended for evaluation. Reference documents attached to the proposal will be counted as part of the page count.

It is the offeror's responsibility to ensure the completeness of its proposal. The evaluation of proposals will be conducted on the basis of the information contained in the proposal. The Government will not assume that an offeror possesses any capabilities not specified in the proposal. Offerors shall cross-index their proposal contents to the evaluation elements listed in SECTION M of this solicitation.

FINANCIAL CAPABILITY

Offerors should submit a copy of their most recent Dun and Bradstreet financial report. This may be submitted by facsimile on 202-418-0237, Attn.: Mark Oakey.

QUESTIONS

Please submit questions concerning this RFP to Mr. Mark Oakey, Contracting Officer, no later than Noon, EST, Feb. 12, 2004 via e-mail, mark.oakey@fcc.gov

REALISM OF COST PROPOSALS

An offeror's proposal is presumed to represent its best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and cost should be

explained in the proposal. For example, if the intended use of new and innovative techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost should be explained; or, if a corporate policy decision has been made to absorb a portion of the estimated cost, that should be stated in the proposal. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required and of its financial ability to perform the contract, and may be grounds for rejection of the proposal. The burden of proof as to cost credibility rests with the offeror.

SUBMISSION OF COST OR PRICING DATA

- (a) It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore, the offeror is not required to submit or certify cost or pricing data with its proposal.
- (b) If, after receipt of the proposals, the Contracting Officer determines that adequate price competition does not exist in accordance with FAR 15.804-3, the offeror shall provide certified cost or pricing data as requested by the Contracting Officer.

ORAL PRESENTATIONS

Oral presentations may be scheduled with each responsive and responsible offeror. This presentation is expected to be approximately one-half day in length. A detailed agenda will be supplied closer to the date of these oral presentations. The content of the oral presentations will be considered to be part of the contractor's proposal and will become part of the evaluation. The basis of the oral presentation will be a high level summary of the offeror's Technical and Management proposal followed by a question and answer period. The question and answer period will be restricted to proposal clarifications only. It is anticipated that the oral presentations will be held within two weeks after proposal submittal.

TECHNICAL AND MANAGEMENT - VOLUME 1

The offeror must not include any cost data in the Technical and Management Volume of its proposal.

The Technical and Management Volume should demonstrate the offeror's understanding of the requirements and should demonstrate the offeror's approach to meeting those requirements. The proposal should include the following:

EVALUATION CRITERIA

Technical Factors

Technical approach

Resumes for proposed personnel

Management organization approach

Past experience and performance (submitted 1 week early)

Technical Approach: Offerors shall provide a work breakdown structure (tasks and milestones), staff management approach (staff categories and hours per task), risk management approach, change control approach, and quality assurance approach to transfer (if applicable), implement, operate, and maintain the B&C system.

Management:

Management Organization: Offerors shall provide an organization structure for operations to meet the functions and responsibilities of the B&C agent. The structure shall include an organizational chart depicting the B&C administration organization by specific job functions and by organizational hierarchy. Offerors shall provide copies of all job descriptions that correspond to the organizational chart. If an Offeror intends to use subcontractors to perform B&C administration functions, the Offeror shall identify the names of the subcontractors and the portions of the work the subcontractors will perform.

a. Offerors shall provide a communication approach and escalation procedures for establishing and maintaining the interface with the NANPA, service providers, regulatory agencies, media, and the FCC.

b. Offerors shall indicate how the B&C effort fits in with their overall corporate goals and how the Offeror intends to guarantee neutrality.

Proposed Personnel: Offerors shall clearly indicate those personnel (or positions) that are considered key to the effort and will be listed as such in the SECTION H clause “Key Personnel.” For each of these individuals, Offerors shall provide a 1-page resume that includes their educational background, job experience, and a list of specific efforts they have supported and references. For those positions that the Offeror anticipates filling after award of the contract, the Offeror shall provide the minimum educational background and job experience that will be acceptable.

Past Performance: Offerors shall provide at least three (3) past performance references using the form titled “Past Performance Request and Questionnaire” as an Attachment in Section J of this RFP. The Offeror's past performance demonstrates the following offeror abilities:

- To develop and field a comparable automated financial system;
- To staff, manage, and operate comparable service operation;
- To meet schedule requirements and manage contract costs;
- To communicate with a wide spectrum of organizations, customers, and stakeholders;
- To provide full financial and operational reporting and insight; and
- To develop and implement escalation procedures.

Cost will be evaluated on an overall basis and for cost realism.

SECTION M -- EVALUATION FACTORS FOR AWARD

Clause	Title	Date
52.217-03	Evaluation Exclusive Of Options	April 1984
52.217-04	Evaluation Of Options Exercised At The Time Of Contract Award	June 1988
52.217-05	Evaluation Of Options	July 1990

M.1. GENERAL

This section describes the evaluation factors and basis for evaluation of proposals, selection, and award.

The Government will evaluate each Offeror's proposal against the following criteria listed in descending order of importance: Technical, Management, and Cost. The non-cost evaluation factors, when combined, are significantly more important than cost. The Government may select other than the lowest cost, technically acceptable offer if it determines that the additional technical merit offered is worth the additional cost in relation to the other proposals received. Award will be made to the responsible and technically acceptable Offeror whose Technical and Cost proposals together provide the best overall value to the Government. The Government reserves the right to award without discussions.

M.2. EVALUATION CRITERIA

The following criteria will be evaluated based on completeness and quality of the response and a demonstration of the understanding of the requirements in the RFP.

A. EVALUATION FACTORS

Technical approach
Resumes for proposed personnel
Management organization approach
Past experience and performance

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C. COST EVALUATION FACTORS

The following are the factors for the cost criteria. Factor 1 is more important than Factor 2.

Factor 1. Cost Realism

The Government will evaluate the realism of the Offeror's proposed cost. The purpose of the

cost realism analysis is to determine if:

- The Offeror's proposed cost is realistic for the work to be performed;
- The proposed costs are consistent with the contractor's forward pricing rate agreement or other standard proposal rates;
- The proposed cost demonstrates that the Offeror understands the Government's requirements; and
- The proposed costs are consistent with the various elements contained in the other volumes of the Offeror's proposal.

Factor 2 . Financial Capability

The Government will evaluate the financial capability of the Offeror. The purpose of the financial capability evaluation is to determine the general stability and operational viability of the organization.

M.3. REVIEW OF PAST PERFORMANCE EVALUATION

Award may be made from initial offers without discussions. In the event discussions are held and in accordance with FAR 15.306, the Government will provide the Offeror an opportunity to discuss unfavorable past performance information obtained from references on which the Offeror had not had a previous opportunity to comment.

However, Offerors are requested to proactively address issues that may have negatively affected their performance evaluation in their proposals.

To aid the Government in evaluating each Offeror's past performance, Offerors are encouraged to submit the past performance information specified in the solicitation prior to the closing date of the proposals under this solicitation.

M.4. UNBALANCED OR UNREALISTIC PROPOSALS

The Government may reject an offer as non-responsive if it is materially unbalanced as to costs for the basic requirement and the costs for option quantities. An offer is unbalanced when it proposes costs significantly less than realistic costs for some work and costs which appear significantly overstated for other work.

The Government may reject unrealistic proposals. Proposals which are unrealistic in terms of technical commitment or unrealistically low in cost will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity of risk of the contract requirements and may be grounds for the rejection of the proposal.

M.5. ALL OR NOTHING PROPOSALS

Proposals offering less than all of the services required will not be considered.

M.6. EVALUATION OF OPTIONS (JUL 1990) 52.217.5

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interest, the Government will evaluate offers for award purposes by adding the total cost for all options to the total cost for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.7. BASIS FOR AWARD

Award will be made to that Offeror whose capabilities, risks, and costs represent the best value to the Government. For this solicitation, the Government is concerned with achieving the most advantageous balance between the technical and management features of the proposals and cost. However, if the technical and management features of the proposals are determined to be essentially equivalent, the evaluated cost may become the determining factor for award. The determination that technical and management approaches essentially are equal is in the discretion of the Source Selection Authority.

The Government is reserving the right to award a contract without discussions. A maximum of one award will result from the solicitation.

ATTACHMENT A

BILLING AND COLLECTION AGENT

FUNCTIONAL REQUIREMENTS

Introduction

The following sections describe the responsibilities and functions of the Billing and Collection Agent (B&C Agent). The B&C agent's primary functions are to calculate, assess, bill and collect payments from carriers for costs associated with numbering administration. The B&C Agent is also responsible for distributing funds to the North American Numbering Plan Administrator (NANPA) for numbering plan area and central office code administration functions, and to the National Pooling Administrator (PA) for pooling administration functions on a monthly basis as compensation for performing those functions. Additionally, the B&C agent shall function in the same manner for other agents as designated by the Wireline Competition Bureau.

General Responsibilities

The following describes general responsibilities of the B&C Agent.

1. The B&C Agent shall be responsible for collecting payments for all functions associated with numbering administration and pooling administration described in this document for a period of five years. Payments for numbering administration will be provided by telecommunications carriers in nations participating in the North American Numbering Plan (NANP). As described in more detail below, Bermuda, Canada and Caribbean nations participating in the NANP will not be required to contribute to certain categories of costs as certain numbering activities are not performed on their behalf. Cost collection activity will begin 90 days after the selection of a B&C Agent.
2. In the United States, payments for numbering and pooling administration will be assessed on all telecommunications carriers providing telecommunications services using their own facilities or the facilities and services of other telecommunications carriers. Such payments will be based upon each telecommunications carrier's proportionate share of end-user telecommunications revenues, as mandated by the Commission in CC Docket No. 98-171, FCC 99-175 (Consolidated Forms Order, released Jul. 14, 1999). The term telecommunications carrier is defined in Section 3 (44) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996.
3. Non-U.S. payments shall be based on each nation's share of the total population of the NANP area. A single aggregate payment will be collected

from a representative identified by each country's government or telecommunications carriers. The representative shall be responsible for collecting from the telecommunications carriers in that country. Population estimates must be obtained from a public source that is acceptable to the affected governments. Non-U.S. entities that perform their own central office code administration function will not be responsible for costs associated with the administration of U.S. central office codes and associated billing and collection activities. Other adjustments to the share of non-U.S. carriers may be required.

4. The B&C Agent shall have responsibility for maintaining and updating a comprehensive list of U.S. telecommunications carriers. The B&C Agent shall obtain from the prior B&C Agent its list of telecommunications carriers. Carriers shall be responsible for self-reporting. However, the B&C Agent is charged with monitoring carrier reporting and taking reasonable steps to identify non-complying carriers.
5. All U.S. telecommunications carriers shall contribute to the recovery of costs associated with numbering administration. The amount of each carrier's payment will differ depending on its proportionate share of total end-user telecommunications revenues. The minimum payment will be \$25.00 per year, per the Commission's Consolidated Forms Order, (CC Docket No. 98-171, released July 14, 1999). Any carrier that contributes \$1,200 or more shall be permitted to make 12 equal monthly installment payments.
6. The B&C Agent shall be responsible for those functions set forth in 47 C.F.R. § 52.16.

Qualities and Attributes

Respondents shall describe how they possess or how they will acquire the following attributes:

1. Knowledge of all relevant FCC rules regarding cost allocation and recovery mechanisms, number administration, pooling administration, fund collection, and reporting requirements. The B&C Agent should also be familiar with any Office of Management and Budget rules and regulations that may impact the collection process.
2. Knowledge of relevant legislation that bears on numbering administration and collecting funds and/or proprietary information from individual firms and foreign entities.
3. Knowledge of generally accepted accounting standards and laws regarding fiduciary responsibility, privacy requirements, as well as other activities that directly affect the responsibility of the B&C Agent.

Billing and Collection Agent Functional Requirements

The following describes the B&C Agent functional requirements:

The B&C Agent shall be responsible for obtaining the appropriate reports which contain the contribution base (total U.S. carrier intra-, interstate, and international end-user revenues). The B&C agent is further responsible for obtaining any other carrier financial information as necessary for the computation of the NANP and PA bills or end user assessment.

1. The B&C Agent shall be responsible for computing the payment for each contributing entity based on an approved formula which allocates costs to countries based on population and costs to U.S. telecommunications carriers in accordance with the Commission's regulations and applicable law.
2. The B&C Agent shall file a proposed contribution factor with the FCC on an annual basis, at least 60 days prior to the start of each funding year.
3. The B&C Agent shall develop any necessary corporate and international contacts required to facilitate cost recovery.
4. The B&C Agent shall propose specific procedures for addressing failures in making timely payments.
5. The B&C Agent shall develop a procedure for computing, billing, and collecting each contributing entity's payment to the fund. This procedure should provide reasonable time for each entity to pay its obligation as well as include a means for resolving questions with respect to the cost collection process.
6. The B&C Agent shall establish a procedure for collecting and verifying installment payments. Costs allocated to nations other than the United States should be collected and submitted directly to the B& C Agent subject to the cost recovery mechanism established by each nation.
7. The B&C Agent shall develop a procedure for collecting, disbursing, and accounting for variances in fund availability.
8. The successful bidder must implement the B&C Agent functions within 90 days of being selected.
9. The B&C Agent shall collect funds and disburse payment to the NANPA, PA, other numbering administration vendors designated by the Wireline Competition Bureau and to itself for functions performed pursuant to the NANP B&C contract.

10. The B&C Agent shall disburse funds on a monthly basis or as otherwise directed by the FCC.
11. The B&C Agent shall file an annual report with the FCC and other national government authorities as appropriate which includes payments received and administrative and operating expenses associated with numbering administration paid out during the period covered by the annual report.
12. The B&C Agent shall also file an annual report with the FCC which includes payments received and payments made for administrative and operating expenses associated with pooling administration during the period covered by the annual report.
13. The B&C Agent shall establish procedures and maintain records to ensure operational integrity. The B&C Agent shall submit a report to the FCC and/or the NANC demonstrating such compliance March 31, June 30, Sept. 30 and Dec. 31. The NANC shall approve the format of the report.
14. The B&C Agent shall obtain an audit from an independent auditor after the first year of operations and annually thereafter, unless notified otherwise by the FCC. The audit will include:
 - a) an evaluation of the validity and reasonableness of the payments calculated, received and disbursed;
 - b) an explanation of any limitations imposed on the auditor by the B&C Agent in the course of its review which might affect the auditor's opinion; and
 - c) A statement by the auditor that the B&C Agent has complied with applicable FCC rules.

Allocation Method

The B&C Agent shall use two allocation methods in the performance of this function. These methodologies are described in the following sections. The final international allocation method shall be determined by the nations participating in the NANP and provided to the B&C Agent. Each nation shall establish its own mechanism for paying for its share of the costs.

Cost-Sharing among Nations Participating in the NANP

1. Each nation participating in the NANP shall pay its fair share of the costs of the NANPA functions applicable to it.

2. Each nation's share of the costs of the NANP, which are applicable to all the nations in the NANP, should be based upon each nation's share of the total population of the NANP area, subject to consideration described below. This provides a reasonable basis for assigning those costs to the nations participating in the NANP. (See Webster, U.S. Census, International Database Summary Demographic Data, www.census.gov, for population figures.)
3. The population-based Canadian and Caribbean countries' share of the cost of the NANPA may be reduced to a lower percentage to reflect the minimized numbering administration work performed for Canada and the Caribbean countries, as a result of the work performed by the Canadian Numbering Administration ("CNA") and Caribbean entities. Further, certain NANP activities may be undertaken exclusively for the U. S. telecommunications industry.
 - a) The CNA performs certain duties regarding NANP and number resource assignment for Canadian entities, which is funded by the Canadian telecommunications industry. Consequently, the population-based method of allocating costs among NANP nations should be modified to reflect the fact that some NANPA functional requirements are already performed, in whole or in part, by the CNA.
 - b) The CNA currently reviews for completeness and regulatory compliance all applications by Canadian entities for the following resources before forwarding them to the new NANPA for assignment: International Inbound NPA 456 NXX Codes, PCS/N00 500 Codes, 900 NXX Codes, 800 855-XXXX line numbers, 555-XXXX line numbers, and Carrier Identification Codes. The CNA also perform administration for Canadian PCS/N00 500 Codes and N11 Service Codes. In addition, the CNA provides to Canadian entities copies of applicable INC assignment guidelines as well as Canadian assignment guidelines, which have been modified by the Canadian Steering Committee on Numbering to reflect uniquely Canadian requirements. The CNA also provides significant consultation to Canadian carriers with respect to number resource assignment guidelines. These CNA activities significantly reduce the work performed by the NANPA for Canadian entities.
 - c) Similarly, Caribbean region countries and Bermuda perform certain numbering administration functions without the assistance of the NANPA. With the introduction of NPAs per nation, CO code administration within the Caribbean region will be performed by each nation. In addition, certain resources, such as

Carrier Identification Codes, International Inbound NPA 456 NXX Codes, etc., are not utilized by the Caribbean region. Consequently, the population-based method of cost allocation should be modified to reflect the lower level of support required of the new NANPA by the Caribbean region.

4. The final allocation method shall be determined by the nations participating in the NANP and the new NANPA. This method shall be provided to the designated B&C Agent.

U. S. Carrier Payments

1. Payments shall be assessed on all U.S. telecommunications carriers providing telecommunications services using their own facilities or the facilities and services of other telecommunications carriers. Such payments shall be based upon each telecommunications carrier's proportionate share of total intra-, inter- and international end-user telecommunications revenues unless otherwise directed by Commission regulation or applicable law.

All U.S. telecommunications carriers, as defined in Section 3(44) of the Communications Act of 1934 as amended by the Telecommunications Act of 1996, shall be assessed payments for the recovery of costs associated with numbering administration (*e.g.*, NANP, Pooling and B&C administration).

2. At a minimum, all telecommunications services, including their intrastate equivalent, shall be used in determining the payment to fund numbering administration. Examples of such telecommunications services shall include, but not be limited to, intrastate, interstate and international services such as access, toll-free, 900, WATS, PCS, cellular, paging, specialized and commercial mobile radio, satellite, operator services, telex, telegraph and video.
3. U.S. payments for the support of the numbering administration functions shall be based on the following calculation to yield the annual payment requirement for individual telecommunications carriers:
 - End-user (intra-, interstate, and international) telecommunications service revenue divided by the total end-user telecommunications service revenue for all telecommunication carriers in the United States.
 - Multiplied against total payment requirement (less the portion assigned to other NANP nations).
4. The B&C Agent shall calculate and render bills to each telecommunications provider based on the approved contribution factor, and then collect these amounts either as one-time annual payments or, if the annual requirement is greater than \$1,200, twelve monthly installments.

ATTACHMENT B
PAST PERFORMANCE REQUEST AND QUESTIONNAIRE

Contractor Name:
Your Contract No. and Title:
Requirement: Sole Source <input type="checkbox"/> Competed as an RFP <input type="checkbox"/> Bid on as an IFB <input type="checkbox"/>
Type of Contract:
Contract start: _____ Currently: (active/inactive) Was completed as proposed: <input type="checkbox"/> Yes <input type="checkbox"/> No. You were identified as: <input type="checkbox"/> Contracting Officer, <input type="checkbox"/> Administrative Contracting Officer, <input type="checkbox"/> COR/Contracting Officer's Technical Representative, or <input type="checkbox"/> Program Manager)

Dear Sir or Madam:

The Federal Communications Commission (FCC) is currently competing a major requirement, _____. Past performance is a significant portion of the evaluation of Offeror's proposals. Your agency has been listed as a contract reference, regarding performance on the above-referenced contract. If any of the information above is incorrect, please correct it and return the corrections with this survey.

To ensure that the contractor receives a complete review of their performance under the above-referenced contract, please complete the attached Contractor Performance Report. This should take only a few minutes to complete, and is very important to the FCC's contractor selection. We understand that your evaluation will be subjective. The contractor will not be permitted to see your individual comments but they may be advised of your overall rating, and they may be given an opportunity to respond to the FCC Contracting Officer in reference to unfavorable ratings. You may designate someone within your organization to complete this survey; should you elect to do so, please indicate the name or title of that individual and their function relative to the project, at the end of the survey.

If you have any questions concerning this survey, please contact Mark Oakey, via e-mail, Mark.Oakey@fcc.gov or by telephone, 202/418-0933. Thank you for your cooperation and for your contribution to this important effort.

Sincerely,

Mark W. Oakey
Contracting Officer

CONTRACTOR PERFORMANCE REPORT	
[] Final or [] Interim - Period Report: From ___/___/___ to ___/___/___	
1. Contractor Name and Address:	2. Contract Number
	Task Order Number::
	3. Value: \$
	4. Award Date: Completion Date:
5. Type of Contract: (Check all that apply) [] FP [] JFP-EPA [] CPFF-Term [] CPIF [] ID/IQ [] BOA [] Requirements [] Labor Hour [] T&M [] CR [] Other	
6. Description of Requirement:	
7. Ratings: After commenting, score in the right-hand column, 1= Unsatisfactory, 2= Marginal, 3= Satisfactory, 4= Very Good, 5= Exceptional.	
Quality - Comments	
Cost Control - Comments	
Timeliness - Comments:	
Business Relations - Comments	
8. Assessing Officer's Name/Position/Organization:	
9. Signature:	Date:
10: Telephone Number: Fax Number:	Email address:

Release of Information: This Contractor Performance Report may be used to support future award decisions, and will be treated as source selection information in accordance with FAR 3.104-4(k)(l)(x) and 42.1503(b). The completed report shall not be released to other than Government personnel and the contractor whose performance is being evaluated.